

EXHIBIT D

**FIRST AMENDMENT TO LIMITED LIABILITY COMPANY MEMBERSHIP
INTERESTS PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS PURCHASE AND SALE AGREEMENT (this “Amendment”) is made as of January 24, 2022 (the “Effective Date”), by and between HEATHER HOELZER KACACHOS and THOMAS KACACHOS (“Seller”) and AMICUS MIAMI OF OHIO LLC, a Delaware limited liability company (“Buyer”).

R E C I T A L S:

A. WHEREAS, Seller and Buyer entered into that certain Limited Liability Company Membership Interests Purchase and Sale Agreement dated October 25, 2021 (the “Purchase Agreement”), concerning the acquisition of membership interests of HoldCo, which will be the owner of a portfolio of student housing properties located in Oxford, Ohio as more particularly described in the Purchase Agreement. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement; and

B. WHEREAS, Seller and Buyer now desire to amend the Purchase Agreement as set forth below;

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties do hereby agree as follows:

1. Inspection Period. The first sentence of Section 5.4 of the Purchase Agreement is hereby deleted and replaced as follows:

“Buyer shall notify Seller no later than January 31, 2022 (the period starting on the date this Agreement is fully executed through January 31, 2022 is referred to herein as the “**Inspection Period**”) of the results of its diligence.”

2. Title and Survey Review. The first sentence of Section 6.1(b) is hereby deleted and replaced as follows:

“Buyer shall have until the expiration of the Inspection Period on January 31, 2022 (i.e., not subject to the Financing Extension) to notify Seller, in writing, of any objections Buyer may have to any matters contained in the Title Commitment, related exception documents and the Survey (each such matter being a “**Claimed Title Defect**”).”

3. Counterparts, Etc. This Amendment may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Executed copies of this Amendment may be delivered by electronic transmission via a .pdf file.

4. Conflicts; Ratification. To the extent the terms of this Amendment conflict with the terms of the Purchase Agreement in any manner, the terms of this Amendment shall control. In all other respects the Purchase Agreement, except as herein modified and amended, remains in

full force and effect unchanged. Seller and Buyer hereby reaffirm all of the covenants, agreements, terms, conditions, and other provisions of the Purchase Agreement except as modified hereby, and the Purchase Agreement is hereby incorporated in full herein by reference.

[Signatures on the following page]

IN WITNESS WHEREOF, this Amendment has been executed as of the Effective Date first written above.

SELLER:

DocuSigned by:

7E51D08CA0B3412...
Heather Hoelzer Kacachos


DocuSigned by:

C82ECEC27C0E411...
Thomas Kacachos

:

BUYER:

AMICUS MIAMI OF OHIO LLC,
a Delaware limited liability company

By: 
Name:
Title: